

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

YOOSOF FAZAL,

Plaintiff,

and

SOCIETY INSURANCE,

Involuntary Plaintiff,

v.

ADVANCED TABCO, ABC INSURANCE
COMPANY, C&T DESIGN &
EQUIPMENT CO., INC., DEF
INSURANCE COMPANY, EAGLE
GROUP and GHI INSURANCE
COMPANY,

Defendants.

Case No: 09-CV- 01116

Rudolph T. Randa

ORDER FOR PARTIAL DISMISSAL

Based on the attached Pierringer Release and stipulation, it is hereby ORDERED that all claims and cross-claims against the defendants Advanced Tabco and Eagle Group are hereby dismissed with prejudice and without cost to any party. This dismissal does not include the plaintiff's claims against C & T Design and Equipment Company, Inc., as those claims are specifically reserved pursuant to the Pierringer Release.

Dated: October 4, 2010

By: s/ Rudolph T. Randa
Rudolph T. Randa
United States District Judge

PIERRINGER RELEASE

FOR AND IN CONSIDERATION OF A WAIVER OF TAXABLE COSTS AND OTHER GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Yoosof Fazal and Society Insurance Company (herein after collectively referred to as "undersigned"), acting themselves, their heirs, administrators, executors, successors, and assigns, hereby fully and forever release and discharge Advanced Tabco, Eagle Group, Eagle MHC Company, Metal Masters Foodservice Equipment Company, Hartford Casualty Insurance Company, and Liberty Mutual Insurance Company their heirs, administrators, executors, successors, and assigns (herein collectively referred to as "released parties") from all claims, demands, actions, rights of action, costs, loss of services, expenses, or compensation of any kind or nature which the undersigned now has, or may hereafter have, arising out of or on account of all injuries and damages, whether known or unknown, anticipated or unanticipated, resulting to the undersigned in any way from an accident occurring on September 18th, 2006 at the Buffalo Wild Wings restaurant in Wauwatosa, WI that gave rise to the United States District Court for the Eastern District of Wisconsin case numbered 08-CV-1135.

In accepting this consideration, the undersigned hereby release and discharge that fraction, portion, or percentage of the total cause of action and claim for damages which shall, by trial or other disposition, be determined to be the sum of the fraction or percentages of causal negligence for which the released parties hereto are found to be liable or responsible.

The undersigned will receive \$20,000.00 total for the settlement of their claims against all of the released parties. The total settlement amount is made up of Advanced Tabco by and through its insurer, Hartford Casualty Insurance Company, contributing to settlement \$15,000.00 and by Eagle Group, Eagle MHC Company, and Metal Masters Foodservice Equipment

Company by and through their insurer, Liberty Mutual Insurance Company, contributing to settlement \$5,000.00.

The undersigned expressly reserve the right to make claims against any and all other persons, firms, and corporations for damages or injuries of any nature arising out of said incident, except the released parties that are expressly released by this Pierringer release.

In further consideration of the payments, referred to above, the undersigned for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree to indemnify and save harmless all of the released parties for any and all amounts that the released parties will or may be required to pay, upon any judgment against them by a joint tortfeasor or by any other party, by way of contribution, subrogation, indemnity, or other legal theory in any way arising out of any damages which the undersigned may have sustained as a result of the aforementioned incident. The undersigned further agree to satisfy any and all such judgments against the released parties and do hereby further agree to execute a satisfaction of any and all such judgment against the released parties growing out of the above incident.

It is understood and agreed upon that this settlement is a compromise of a doubtful and disputed claim and that the payment is not construed as any admission of liability and that liability is expressly denied by all of the released parties.

It is further understood and agreed that this release and payment pursuant thereto is not to be construed as a waiver by, or estoppels of, any of the released parties.

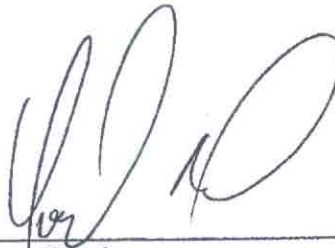
This release is intended to comply with the holdings of the Wisconsin Supreme Court as articulated in *Pierringer v. Hoyer*, 21 Wis. 2d 182, 124 N.W.2d 106 (1963).

The undersigned further state that this release has been carefully read and reviewed and that the contents thereof known and sign the same under their own free will and act.

Date:

9/9/10

Yoosof Fazal



Date:

Society Insurance Company

Subscribed to and sworn before me this

9th

day of September, 2010.

Linda M. Sheridan

Notary Public, State of Wisconsin

My commission expires 10/9/2011.